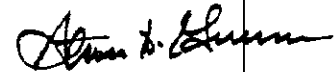


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CLERK OF THE COURT

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5 Attorneys for Plaintiff,  
6 NATIONSTAR MORTGAGE LLC

7 **IN THE EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA**  
8 **IN AND FOR THE COUNTY OF CLARK**

9  
10 NATIONSTAR MORTGAGE LLC,

Plaintiff,

11 v.

12 LAWRENCE GRIHALVA; VALERIE  
GRIHALVA; JOAN Z. GRIHALVA;  
13 MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.; HOME  
14 LOAN CENTER, INC., DBA LENDING  
TREE LOANS; DEPARTMENT OF THE  
15 TREASURY - INTERNAL REVENUE  
SERVICE; DOES I-X; and ROES 1-10  
16 inclusive,

Defendants.

Case No. A-13-684232-C

Dept. No. XIX

**COMPLAINT FOR JUDICIAL  
FORECLOSURE ON DEED OF TRUST**

**ARBITRATION EXCEPTION CLAIMED:  
TITLE TO REAL ESTATE**

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17  
18 COMES NOW Plaintiff, NATIONSTAR MORTGAGE LLC, filing this civil action  
19 against Defendants for Judicial Foreclosure on Deed of Trust.

20 **INTRODUCTION**

21 1. This action is a judicial foreclosure with money demand within the jurisdictional limits  
22 of this Court and this venue is appropriate because the property involved is within this Court's  
23 jurisdiction. Plaintiff is authorized to bring this action in the state of Nevada by NRS 40.430.

24 2. The real property on which Plaintiff seeks foreclosure consists of a single-family  
25 residence commonly known as 3222 East Viking Road, Las Vegas, NV 89121 and more  
26 specifically described in Exhibit "1" attached hereto and incorporation herein by this reference.

27 3. Plaintiff, NATIONSTAR MORTGAGE LLC, is an Entity authorized to do business  
28 within the State of Nevada. Nationstar Mortgage LLC is the servicer of the loan.

NV-13-544565-JUD

**Ex.'B'**

1 4. Defendant, Lawrence Grihalva, is an individual believed to be residing in Clark County,  
 2 Nevada who executed the subject Note and Deed of Trust relative to real property located in Clark  
 3 County, Nevada of which this Complaint arises, or claims an interest in the property, or both.

4 5. Defendant, Valerie Grihalva, is an individual that may claim an interest in the subject  
 5 property pursuant to a Possessory right.

6 6. Defendant, Joan Z. Grihalva, is an individual that may claim an interest in the subject  
 7 property pursuant to a recorded Quitclaim Deed as instrument number 20090410-0002972.

8 7. Defendant, Mortgage Electronic Registration Systems, Inc., is an entity that may claim  
 9 an interest in the subject property pursuant to a recorded Deed of Trust as instrument number  
 10 200702130003093.

11 8. Defendant, Home Loan Center, Inc., DBA Lending Tree Loans, is an entity that may  
 12 claim an interest in the subject property pursuant to a recorded Deed of Trust as instrument  
 13 number 200702130003093.

14 9. Defendant, Department of the Treasury - Internal Revenue Service, is an entity that  
 15 may claim an interest in the subject property pursuant to a recorded Federal Tax Lien as  
 16 instrument number 201205030000699.

17 10. Plaintiff does not know the true names, capacities or bases of liability of Defendants  
 18 sued as Does I-X and Roes 1-10 inclusive. Each fictitiously named defendant is in some way  
 19 liable to Plaintiff or claims some right, title or interest in the subject property that is subsequent to  
 20 and subject to the interest of Plaintiff, or both. Plaintiff will amend this Complaint to reflect the  
 21 true names of said Defendants when the same have been ascertained.

### 22 FACTUAL BACKGROUND

23 11. Plaintiff incorporates and re-alleges the allegations of paragraphs 1 through 10 above,  
 24 as if fully set forth herein.

25 12. The real property which is the subject matter of this action is commonly known as  
 26 3222 East Viking Road, Las Vegas, NV 89121 (hereinafter the "Property"). The Parcel ID  
 27 Number of the Property is 162-13-708-012. The subject real property is more particularly  
 28 described in Exhibit "1", attached hereto and incorporated herein by this reference.

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1 13. The Property that is the subject matter of this action is in Clark County, Nevada.

2 14. On or about March 31, 2006, Lawrence Grihalva signed a Note in the principal amount  
3 of \$600,000.00, which was secured by a Deed of Trust recorded on April 26, 2006 as instrument  
4 number 20060426-0000640 in the records of Clark County, Nevada. A copy of the Note (made at  
5 or near the time of loan origination), Deed of Trust, and Assignments are attached hereto  
6 collectively as Exhibit "1". The Note and Deed of Trust were subsequently assigned to  
7 NATIONSTAR MORTGAGE LLC. NATIONSTAR MORTGAGE LLC is the current holder of  
8 the Note and Deed of Trust and the loan is serviced by Nationstar Mortgage LLC.

9 **FIRST CAUSE OF ACTION**

10 **(Judicial Foreclosure)**

11 15. Plaintiff incorporates and re-alleges the allegations of paragraphs 1 through 14 above,  
12 as if fully set forth herein.

13 16. Counsel is informed and believes and on that basis alleges that Defendant, Lawrence  
14 Grihalva, ("Trustor") has defaulted under the terms of the Note and Deed of Trust by having  
15 failed and refused to make monthly payments of \$3,891.59 (P&I) commencing with the payment  
16 due on December 1, 2007 and in subsequent months. Counsel is informed and believes that the  
17 delinquent monthly installments total \$260,736.53, exclusive of associated, fees, costs and  
18 advances.

19 17. The Deed of Trust provides that, if the Trustor defaults in paying any indebtedness  
20 secured by the Deed of Trust, or in the performance of any agreement in the subject agreement or  
21 Deed of Trust, the entire principal and interest secured by the Deed of Trust will, upon notice to  
22 the Borrower, become immediately due and payable.

23 18. Pursuant to the terms of the Note and Deed of Trust and the acceleration letter attached  
24 hereto as Exhibit "2", NATIONSTAR MORTGAGE LLC, has declared all sums immediately due  
25 and payable and accelerated all sums due.

26 19. NATIONSTAR MORTGAGE LLC is entitled to foreclose on its interest in the  
27 property.

28 20. NATIONSTAR MORTGAGE LLC is entitled to an award of its attorney's fees and

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1 costs pursuant to the terms of the Note and Deed of Trust, including post-judgment attorney's fees  
2 and costs.

3 21. NATIONSTAR MORTGAGE LLC's lien is prior and paramount to the interest of any  
4 Defendants hereto, and all such subordinate interests should be eliminated by this foreclosure  
5 action. NATIONSTAR MORTGAGE LLC is entitled to judgment foreclosing the interests of  
6 any Defendant hereto in the Property and forever barring that interest, and that of any successors,  
7 assigns or heirs.

8 22. NATIONSTAR MORTGAGE LLC is entitled to decree or judgment of the court  
9 directing a sale of the encumbered property and application of the proceeds of sale as provided in  
10 NRS 40.462.

11 23. NATIONSTAR MORTGAGE LLC is entitled to a judgment permitting it to bid all or  
12 part of its judgment at sale.

13 WHEREFORE, Plaintiff prays for judgment as follows:

14 A. Against Defendant, Lawrence Grihalva, for the minimum sum of \$584,857.06, plus  
15 all pre and post-filing costs and attorney's fees, and interest from December 1, 2007 until paid in  
16 full, plus pre and post-judgment interest on all advances, costs and attorney's fees from the date  
17 each was due until paid in full, for its costs incurred herein, including post-judgment costs, for its  
18 attorney's fees, including post-judgment attorney's fees, pursuant to the terms of the Note and  
19 Deed of Trust, and for such other and further relief as the Court deems just and proper.

20 B. Against Defendants, Lawrence Grihalva, Valerie Grihalva, Joan Z. Grihalva,  
21 Mortgage Electronic Registration Systems, Inc., Home Loan Center, Inc., DBA Lending Tree  
22 Loans, Department of the Treasury - Internal Revenue Service, Does I-X inclusive, and Roes 1-  
23 10 inclusive, individually and collectively, jointly and severally as follows:

24 (1) That the sums prayed for and alleged to be secured by the Property are  
25 secured and that the Deed of Trust is a valid lien on the Property described in the Complaint and  
26 on the whole thereof, and on the rents, issues, and profits of the Property, and all buildings and  
27 improvement thereon and fixtures attached thereto as used in connection with the Property;

28 (2) That the Deed of Trust be declared superior to any right, title, interest, lien,

1 equity or estate of the Defendants;

2 (3) That it be adjudged and decreed that said Deed of Trust be foreclosed and a  
3 decree or judgment of the court directing a sale of the encumbered property and application of the  
4 proceeds of sale as provided in NRS 40.462 in satisfaction of the judgment herein;

5 (4) That the Defendants, and all persons claiming by, through or under them, or  
6 any of them, be foreclosed of and forever barred from any and all right, title, claim, interest, or  
7 lien in or to the Property or with respect thereto except such rights of redemption as they may  
8 have by law;

9 (5) That NATIONSTAR MORTGAGE LLC is granted any further relief in  
10 satisfaction of the judgment as may be permitted under Nevada law;

11 (6) That NATIONSTAR MORTGAGE LLC is entitled at its discretion to the  
12 appointment of a receiver to protect the Property from neglect and waste during the pendency of  
13 this action and to collect any rents to which any Defendants would be entitled;

14 (7) That if the proceeds of the sale do not satisfy Plaintiffs' judgment in full,  
15 the Plaintiff may amend its complaint against Defendant, Lawrence Grihalva; No Deficiency  
16 Judgment shall be sought against Defendants, Lawrence Grihalva, Valerie Grihalva, Joan Z.  
17 Grihalva, Mortgage Electronic Registration Systems, Inc., Home Loan Center, Inc., DBA Lending  
18 Tree Loans and Department of the Treasury - Internal Revenue Service;

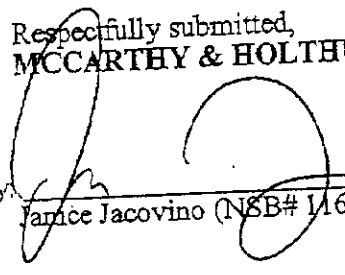
19 (8) For its costs incurred herein, including post-judgment costs;

20 (9) For its attorney's fees, including post-judgment fees, pursuant to the Note  
21 and Deed of Trust; and

22 (10) For any other further relief as this court deems just and proper.

23 Dated: June 27, 2013

Respectfully submitted,  
MCCARTHY & HOLTHUS, LLP

By  Janice Jacovino (NSB# 11612)

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